

## TERMS AND CONDITIONS GOVERNING OFFERS AVAILABLE IN Vi (FORMERLY 'VODAFONE RED') POSTPAID PLANS

### A. INTRODUCTION

THIS DOCUMENT IS AN ELECTRONIC RECORD IN TERMS OF THE INFORMATION TECHNOLOGY ACT, 2000 AND RULES THERE UNDER AS APPLICABLE. THIS ELECTRONIC RECORD IS GENERATED BY A COMPUTER SYSTEM AND DOES NOT REQUIRE ANY PHYSICAL OR DIGITAL SIGNATURES.

THE OFFERS ARE CONCEPTUALIZED, ORGANIZED AND HOSTED BY VODAFONE IDEA LIMITED FOR THE ELIGIBLE SUBSCRIBERS OF VODAFONE IDEA LIMITED ("VIL") WHO HAVE SUBSCRIBED FOR Vi (FORMERLY 'VODAFONE RED') POSTPAID PLANS.

THE FOLLOWING TERMS & CONDITIONS SHALL BE APPLICABLE TO ALL VODAFONE IDEA LIMITED POSTPAID SUBSCRIBERS AVAILING THE VARIOUS OFFERS AVAILABLE WITH VARIOUS Vi (FORMERLY 'VODAFONE RED') PLANS ("OFFERS") DURING THE RESPECTIVE OFFER PERIODS AS MENTIONED HEREIN.

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY BEFORE PARTICIPATING IN THE OFFERS AVAILABLE WITH VARIOUS Vi (FORMERLY 'VODAFONE RED') PLANS. BY AVAILING ONE OR MORE OF THE OFFERS, YOU AGREE TO BE LEGALLY BOUND BY THESE TERMS AND CONDITIONS ("TERMS AND CONDITIONS"). IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, PLEASE DO NOT AVAIL THE OFFERS.

FOR THE PURPOSES OF THESE TERMS AND CONDITIONS, WHEREVER THE CONTEXT SO REQUIRES "YOU" OR "YOUR" SHALL MEAN ANY NATURAL PERSON WHO BEING AN ELIGIBLE SUBSCRIBER HAS PARTICIPATED IN THE OFFERS.

### B. DEFINITIONS

- a. "**SUBSCRIBER**" SHALL MEAN THE RIGHTFUL USER OF THE VODAFONE IDEA LIMITED MOBILE CONNECTION WHO IS EITHER ON PREPAID OR POST-PAID SUBSCRIPTION, IN WHOSE NAME THE MOBILE PHONE NUMBER (MSISDN) IS REGISTERED WITH VODAFONE IDEA LIMITED. IN THE EVENT THE USER NUMBER / CONNECTION IS REGISTERED IN THE NAME OF A COMPANY/ FIRM, THE EMPLOYEE WHO IS AUTHORIZED TO USE THE MSISDN SHALL SUBMIT A NO OBJECTION CERTIFICATE (NOC) AND AUTHORIZATION OF THE EMPLOYER DULY PERMITTING THE EMPLOYEE TO USE THE NUMBER FOR SUBSCRIBING FOR THIS OFFER AND ACCEPT THE TERMS APPLICABLE HEREIN.
- b. "**ACTIVE SUBSCRIBER**" SHALL MEAN A SUBSCRIBER WHO USES THE SUBSCRIBER IDENTITY MODULE ("SIM") OF VODAFONE IDEA LIMITED ON A REGULAR BASIS FOR PURPOSES OTHER THAN TO PARTICIPATE IN ANY OFFER OR CONTEST OFFERED BY VODAFONE IDEA LIMITED.
- c. "**ELIGIBLE SUBSCRIBER**" SHALL MEAN AN ACTIVE SUBSCRIBER OF VODAFONE IDEA LIMITED WHO HAS SUBSCRIBED TO VI (FORMERLY 'VODAFONE RED') POST-PAID PLANS. AN ELIGIBLE SUBSCRIBER MUST ALSO SATISFY THE FOLLOWING CRITERIA AT THE TIME OF PARTICIPATION AND DURING CONTINUATION OF OFFER:—
  - i. SUBSCRIBER MUST BE AN INDIAN CITIZEN BELONGING TO ANY ONE OF THE CITIES / CIRCLES OF VODAFONE IDEA LIMITED AS MENTIONED HEREIN;
  - ii. SUBSCRIBER MUST NOT HAVE BEEN SUBJECT OF ANY CRIMINAL PROCEEDING;
  - iii. SUBSCRIBER MUST NOT - BE OF AN UNSOUND MIND; AND
  - iv. SUBSCRIBER MUST NOT BE UNDER ANY LEGAL DISABILITY TO ENTER INTO CONTRACTS E.G. MINORITY, INSOLVENCY, RESTRAINT BY COURT ORDER ETC. AND / OR IS OTHERWISE PROHIBITED FROM ENTERING ANY CONTRACTUAL RELATIONSHIP.

## Vodafone Idea limited offers below Vi POSTPAID (formerly 'Vodafone RED') plans

1. REDX
2. Vi POSTPAID (formerly 'RED') Plans –
  - ENTERTAINMENT 299 (Formerly 'RED Basic')
  - ENTERTAINMENT 399 (formerly 'RED Entertainment')
  - ENTERTAINMENT PLUS 499 (formerly 'RED Entertainment+')
  - ENTERTAINMENT PLUS 699 (formerly 'RED 699/RED MAX')
3. FAMILY (formerly 'RED Together (Family)') Plan

### 1. REDX

REDX plan is available at a monthly rental of Rs 1099+GST. This Plan is not for commercial/Non-Retail use. Plan benefits are as detailed below:

- **Voice calls**
  - Unlimited Local, STD Calls from anywhere in India
  - Unlimited voice call benefit will not be available for Commercial/Non-Retail use only as detailed in this document in **General Terms and Conditions** applicable
  - ISD calls at special rates in 14 countries (to specific codes) as below [refer Annexure A for the list of applicable codes]
    - USA/Canada @ 50p/min;
    - China/Hong Kong @ Rs 2/min
    - Bangladesh/UK @ Rs 3/min
    - Australia/Bhutan/Germany/Kuwait/Malaysia/Pakistan/Singapore/Thailand@ Rs 5/min
    - For other countries, standard ISD rates apply. For standard rates, visit <https://www.myvi.in/POSTPAID/isd-call-rates>
- **SMS**
  - 100 Local, National and Roaming (national) SMS at no extra cost in every bill cycle.
  - After the 100 free SMS, charges @ 25p/SMS shall apply for Local & National SMS upto 3000 SMS.
  - Standard rates apply for International SMS, Local, National and Roaming (national) SMS beyond 3000 SMS
    - From Home : Re 1 for Local/Rs 1.5 for STD/Rs 5 for ISD
    - Form National Roaming : Rs 0.25 for Local/Rs 0.38 for STD/Rs 5 for ISD
- **Data**
  - Unlimited Data
    - Unlimited data benefits will be available for non-commercial/retail usage only as detailed in this document in **General Terms and Conditions**
    - On identification as commercial/Non-Retail data user, action will be taken by VIL on such subscribers i.e REDX customer will be downgraded by VIL from REDX plan to nearest (lower rental) limited data plan. If such customer is <6 months on REDX plan, then he/she will also be charged Rs. 3000 (incl taxes) in lieu of the benefits/services offered with this plan at no extra cost, irrespective of consumption of these benefits/services e.g Netflix, Amazon Prime, IR pack, Airport Lounge. The charge will be applied in subscriber's subsequent bill.
- **Premier Customer Service**
  - Enjoy Premium Customer service at our helplines with access to our expert advisors

## o Entertainment

- o 1 year Netflix subscription worth Rs 5988/- at no extra cost when availed from Vi App .
  - Rs 5988 will be passed to customer's Netflix account as 'Netflix Basic' Plan @ Rs 499\*12Months
  - If customer upgrades or downgrades his/her Netflix plan, the credit will be consumed accordingly and can get exhausted sooner than 1 year in some cases
  - Detailed Netflix T&C shall apply which is available separately in this document.
- o 1 year Amazon Prime subscription worth Rs 999/ at no extra cost when availed from Vi App.
  - If '1 Year Amazon Prime at No Extra Cost' offer has already been availed on any other POSTPAID plan of VIL, the customer will not be eligible for this benefit again. It is a one-time benefit.
  - Detailed T&C for the Amazon prime offer is available separately in this document
- o 1 Year access to Zee5 subscription at no extra cost when availed through Vi Movies & TV App
  - Detailed Vi Movies & TV T&C is available at Vi Website - <https://www.myvi.in>
- o 1 Year access to premium content and Live TV with Vi Movies & TV App at no extra cost.
  - Detailed Vi Movies & TV App T&C is available at Vi Website <https://www.myvi.in/>

## o Travel

- o Roaming Pack for 7 days worth Rs. 2999 at no extra cost when activated from Vi App
  - All applicable T&C of Roaming pack are available at <https://www.myvi.in/international-roaming-packs>
  - The offer can be availed only once every 12 months
- o 4 'Airport Lounge Access' at no extra cost when availed through Vi App in a year
  - Maximum 1 can be an International lounge within or outside India
  - Airport Lounge Access at select lounges will be capped at 1 per quarter.
  - This offer is provided by the service provider and is subject to special terms and conditions of the service provider. Terms & Conditions regarding the offer is detailed in this document.

## o Tickets

- o Flat 10% OFF at [www.tickets.com](http://www.tickets.com) for select locations of attraction when availed from Vi APP upto 30<sup>th</sup> Sep 2020.
- o This offer is provided by the service provider and is subject to special terms and conditions of the service provider. For details, please visit [www.tickets.com](http://www.tickets.com)

## REDX Contract

The minimum period of subscription to this Plan is for 6 months. If the subscriber seeks to exit from the plan either through plan change (POSTPAID/ prepaid) or through disconnection or is downgraded on account of Commercial/Non-retail usage, within 6 months (contract period) of enrolment to the REDX plan, the subscriber shall be liable towards the benefits/services offered with this plan at no extra cost, irrespective of consumption of these benefits/services e.g Netflix, Amazon Prime, IR pack, Airport Lounge etc and accordingly, the subscriber shall need to move to any available plan and subscriber shall be charged a minimum amount of INR 3000/- (incl taxes) in lieu of REDX plan's benefits for effecting any change of plan/disconnection. VIL however reserves its right to charge the full amount of such benefits as per prevailing rates of VIL/third party service providers' benefits/offers.

## IMPORTANT

- Enrolment into REDX plan is for limited customers on the basis of first come first serve. It will be at the discretion of VIL to withdraw the plan for fresh enrolments.
- All the REDX benefits, T&C governing REDX extra benefits and REDX (Rental Rs 1099) Contract also applies to all existing REDX (rental Rs 999) subs.

## 2. Vi POSTPAID (formerly 'RED') Plan

Customers who have subscribed to Vi POSTPAID (formerly 'RED') plans mentioned herein below shall be entitled to the benefits noted against each plan

	Entertainment 299*	Entertainment 399	Entertainment PLUS 499	ENTERTAINMENT PLUS 699
<b>Benefits</b>				
Vi Movies & TV	1 year	1 year	1 year	1 year
'Amazon Prime	NA	NA	1 year	1 year
~Local + STD Calls	Unlimited	Unlimited	Unlimited	Unlimited
<b>National Roaming</b>	Unlimited	Unlimited	Unlimited	Unlimited
~Data	20 GB	40 GB	75GB	Unlimited
Roll-Over^	Upto 50GB	Upto 200 GB	Upto 200 GB	NA
<b>SMS</b>	100 (L+S)	100 (L+S+NR)	100 (L+S+NR)	100 (L+S+NR)
<b>Monthly Rental (₹)</b>	<b>299</b>	<b>399</b>	<b>499</b>	<b>699</b>

### **Important:**

- Applicable taxes extra
- Post free allowance the data usage charges applicable are Rs 20/GB for data;
- Local and National SMS at 25p/SMS; ISD Calls/SMS, National Roaming Calls/SMS and International Roaming Calls/SMS/Data rates as per standard rates, unless specified otherwise in the plan.
- Unlimited Local and/or STD calls, wherever mentioned, are applicable only to calls made from the home network; Incoming and outgoing roaming benefits, wherever mentioned, apply only while roaming on VIL network. All billing pulse at per minute,
- Data pulse at 10KB unless specified
- 'Refer Amazon Prime T&C in this document for details on eligibility and subscription offer.
- ~Unlimited calls & data is governed by commercial usage policy as defined under 'General Terms and Conditions' in this document.
- ^Roll-Over is total accumulated data quota incl the plan benefits at beginning of each bill cycle.
- ENTERTAINMENT PLUS 699 is available as Digital only plan and will be available for subscription from the link - <https://www.myvi.in/> only.
- \*Entertainment 299 plan is available for new acquisition in select markets of Raj, JK, BH, OR, AS & NE and is available at Vi Stores only.

### 3. FAMILY (formerly 'RED Together (Family)') Plan

Customers who have subscribed to FAMILY plans mentioned herein below shall be entitled to the benefits noted against each of these plans

FAMILY Plans <sup>^</sup>				
	FAMILY S	FAMILY M	FAMILY L	FAMILY XL
<b>No. of Lines</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
<b>Monthly Rental (₹)</b>	<b>598</b>	<b>749</b>	<b>899</b>	<b>999</b>
Primary Plan Rental (₹)	399	399	399	399
Secondary Plan Rental (₹)	199	199	199	199
Family Discount %	0%	6.02%	9.74%	16.40%
<b>Voice &amp; Data<sup>~</sup></b>				
<sup>^</sup> Total Data (GB) (Including Extra Data for Family)	80	120	160	200
<i>Primary Data (GB)</i>	50	60	70	80
<i>Per Secondary Data (GB)</i>	30	30	30	30
<i>*Data Rollover for Primary (GB)</i>	Upto 200	Upto 200	Upto 200	Upto 200
<i>*Data Rollover for every secondary (GB)</i>	Upto 50	Upto 50	Upto 50	Upto 50
<sup>~</sup> Voice : Local/STD/National Roaming	Unlimited	Unlimited	Unlimited	Unlimited
SMS (Local, STD, Nat Roaming) Per Month	100 Primary, 100 Secondary	100 Primary, 100 Secondary	100 Primary, 100 Secondary	100 Primary, 100 Secondary
<b>Other Benefits</b>				
Vi Movies & TV ( For Primary & Secondary)	1 year	1 year	1 year	1 year
<sup>^</sup> Amazon Prime ( For Primary)	1 year	1 year	1 year	1 year

#### **Important:**

- Applicable Taxes Extra
- Post free allowance the data usage charges applicable are Rs 20/GB for data;
- Local and National SMS at 25p/SMS; ISD Calls/SMS, National Roaming Calls/SMS and International Roaming Calls/SMS/Data rates as per standard rates, unless specified otherwise in the plan.
- Unlimited Local and/or STD calls, wherever mentioned, are applicable only to calls made from the home network; Incoming and outgoing roaming benefits, wherever mentioned, apply only while roaming on VIL network. All billing pulse at per minute,
- Data pulse at 10KB unless specified
- <sup>^</sup>Refer Amazon Prime T&C in this document for details on eligibility and subscription offer.
- <sup>~</sup>Unlimited calls & data is governed by commercial usage policy as defined under 'General Terms and Conditions' in this document.
- <sup>\*</sup>Roll-Over is total accumulated data quota incl the plan benefits at beginning of each bill cycle.
- <sup>^</sup>Refer FAMILY T&C for details regarding the offer

## Detailed Benefits of Vi POSTPAID (formerly 'RED') plans and FAMILY (formerly 'RED Together') plans

- a. For the benefits/offers available under a relevant Vi POSTPAID/FAMILY Plan, You have to refer the table above.
- b. If a customer changes the plan or moves to pre-paid, accumulated data will not be roll-over and will lapse and other associated benefits / bundled services like Amazon Prime subscription will also be deactivated.
- c. Amazon Prime subscription worth Rs 999 for 1 year comes with ENTERTAINMENT PLUS 499 (Rental Rs 499) and above Vi POSTPAID plans at No extra cost. Detailed list of applicable plans for offer and Amazon Prime T&C is available separately in this document.
- d. ISD and National Roaming Services shall be activated with the plan .To deactivate, please contact Customer Care
- e. A one-time activation Fee of Rs 99 & minimum refundable Security Deposit of Rs 199 will be applicable on all Vi POSTPAID plans. The Security Deposit will be refunded to the subscriber post disconnection, after adjusting all dues.
  - o For Delhi & Mumbai telecom circle, activation fee of Rs 250 and Rs 300 respectively would be levied with 'NIL' security deposit
- a. Subscriber can deposit additional security deposit if they wish to do so. The additional security deposit will be added to the initial security deposit and will be refunded on disconnection, after adjusting all dues.
- f. "Roll-over" data mentioned in "Roll-over" refers to carry forward of any unused data from your current bill cycle to your next bill cycle. You can accumulate data up to defined limit as per each plan mentioned in plan details table above including the plan's base data quota at beginning of each bill cycle
- g. The period or the "Extra Benefit" mentioned for Amazon Prime, Netflix & Vi Movies & TV App will be as per the date of activation of the service. You need to activate these services, through the Vi App , once you have enrolled into the plan. After the benefit period, you can either opt-out of the service or you will be charged subscription charges for whichever service you choose to continue.
- h. Vi POSTPAID plans (mentioned in table above) come with a zero rental inbuilt Worry Free data pack. Post consumption of free data quota provided and the accumulated data in the availed POSTPAID plan, the Eligible Subscriber shall be charged Rs.20/GB. Bill cap facility shall not be available/applicable in case the Worry Free pack is active.
- i. FAMILY offer exclusive Terms and condition is mentioned under 'TERMS AND CONDITIONS GOVERNING THE OFFER "FAMILY"' in this document

## General Terms and Conditions

### A. Unreasonable use of unlimited calling benefits

- A.** It is unreasonable use of the Service/Promotion where Your use of the Service/Promotion is reasonably considered by Vodafone Idea Limited to be fraudulent use, to be contrary to the way the Service/Promotion is intended to be used, or to adversely affect the Vodafone Idea Limited's Network or other Vodafone customers' use of or access to the Service/Promotion or the Vodafone Idea Network.
- B.** All consumer plans are meant only for the use of retail customers and are not meant for commercial/ non-retail use. Commercial/ non-retail usage is defined as (a) Calls to more than 300 unique numbers (mobile and/or landline and STD and/or ISD calls) in a week; AND (b) cumulative duration of Incoming calls < 15 minutes during any period of seven (7) consecutive days and (c) cumulative duration of Outgoing calls > 300 minutes per day, which is far in excess of the average daily talk time used by individual subscribers across telecom circles in India, being almost 60 times higher than national average daily talk time consumed by subscribers.

### B. Unreasonable use of unlimited data benefits

- A.** Data usage by any Individual subscriber on GSM POSTPAID plan with 'UNLIMITED DATA' & Voice benefits having data usage greater than 150 GB along with voice usage less than 50 minutes (including incoming calls) in a bill cycle will be termed as commercial/Non-Retail usage of Data.
- B.** Any subscriber with commercial/non-retail data usage as defined above will be termed as 'Commercial/non-retail Data User'. Vodafone Idea will reserve its right to identify such subscribers and withdraw the current unlimited data plan of all such 'Commercial/non-retail Data User' and assign nearest (lower rental) limited data retail plan available in market without giving any prior notice. Any plan exit clause (if applicable) will be applicable to all such subscribers.
- C.** Data CUP applies for customer enrolling to such plans w.e.f 9<sup>th</sup> May 2020

### C. INTERNATIONAL CALLS (ISD)

- A.** Pack/Plan exclusive rate for ISD applicable only when in home network; Any calls made to ISD codes when on national roaming will be charged as per standard ISD rates. Standard ISD rates will apply to all other destinations and ISD codes. For details of ISD rates when in home network or on national roaming, visit <https://www.myvi.in/POSTPAID/isd-call-rates>

### D. Offer Area

- A.** The Offer is valid across VIL circles as mentioned below –

Assam	Tamil Nadu (Incl Chennai)	Maharashtra & Goa	Kolkata	Punjab	Rajasthan
North East	Andhra Pradesh	Mumbai	West Bengal	Himachal Pradesh	Delhi
Orissa	Karnataka	Kerala	UP (East)	Haryana	
Bihar	Madhya Pradesh & Chhattisgarh	Gujarat	UP (West)	J&K	

- B.** Notwithstanding the foregoing, if the operation of or participation in the Competition is prohibited in any State and/or territory or part thereof as per applicable law, the Subscribers from such State and/or territory or part thereof shall not be eligible to subscribe to or participate in the Competition. No further notice shall be given by Vodafone Idea Limited in this regard.

### E. MODIFICATION OF OFFERS

- A.** Vodafone Idea Limited reserve the right, at their sole discretion, to modify these Terms & Conditions related to one or more of the Offers or any part thereof at any time during the relevant Offer Periods and without prior notice to You, if so required in view of business exigencies and/or guidelines issued / amended by TRAI, Department of Telecom (DOT) and/or statutory changes and the said modifications shall be binding on the participating Subscribers availing the Offer/s.
- B.** If Vodafone Idea Limited modify these Terms, the modified terms will be posted on <https://www.myvi.in/>. You are therefore advised to check this Website regularly for any update(s) or amendment(s) made to these Terms and Conditions and in the event the modified or amended Terms and Conditions are not acceptable to You, You should discontinue participating in the Offer/s. Your continued participation in the Offer/s will constitute Your acceptance of the latest revised Terms and Conditions related to such Offer/s.

## **F. WITHDRAWAL OF OFFERS**

Vodafone Idea Limited reserves the right to cancel, discontinue, suspend or prematurely withdraw one or more of the Offers at any time during its validity period as may be required in view of business exigencies and/or changes by TRAI, Department of Telecom (DOT) and/or statutory changes without any notice to You and the same shall be binding on the participating Subscribers availing such Offer/s.

## **G. DISCLAIMERS**

- A.** You agree that the Offers are being made purely on a “best endeavour” basis and subject to acceptance of these Terms and Conditions. Your participation in the Offer/s is voluntary and you expressly agree to avail the Offer/s at your sole risk. Vodafone Idea Limited shall not be responsible for any loss, injury or any other liability to any Subscriber arising due to participation in the Offer/s.
- B.** Vodafone Idea Limited makes no representation or warranty of any kind whatsoever, whether express or implied, including, but not limited to, meeting of Your requirements or aspirations, timeliness, security of the Offer/s and/or any delay or failure to avail the Offer/s including due to technical or network problems. To the extent you choose to avail the Offer/s, you do so at your own initiative and you shall remain responsible for compliance with the Terms and Conditions herein, any applicable laws, including but not limited to applicable local laws. You agree not to hold Vodafone Idea Limited, its officers, directors, employees, affiliates, and agents or representatives liable for any direct, indirect, incidental, special, punitive or consequential damages, including loss of profits, incurred by You or any third party, in connection with the Offer/s.
- C.** Vodafone Idea Limited reserves the right to change, suspend, remove, or disable access to the Offer/s at any time without notice. In no event will Vodafone Idea Limited be liable for the removal of or disabling of access to the Offer/s. Vodafone Idea Limited may also impose limits on the use of or access to the Offer/s, in any case and without notice or liability. Under the Offer/s, Vodafone Idea Limited’s responsibility shall only be limited in providing Telecom Service on Vodafone Idea Limited network for Eligible Subscribers availing such Offer/s.
- D.** Any claims, issues, damages or losses with regards to the quality or functionality of the third party services/offers will be the sole liability of the third party service providers. . For third party offers/services, the third party service provider terms and conditions shall apply.
- E.** Vodafone Idea Limited will not have any responsibility related to the same and will not entertain any query or complaint of the participants.
- F.** You shall indemnify and keep indemnified Vodafone Idea Limited, its officers, directors, employees, customers, affiliates and agents or representatives harmless from and against any and all actual claims, suits, proceedings, action, liabilities, expenses, costs (including attorney’s fees and court costs), losses or damages of whatsoever nature, which Vodafone Idea Limited may incur, pay or become responsible arising out of or in connection with the Your breach of these Terms and Conditions. Vodafone Idea Limited shall have the right to defend themselves, pursuant to this clause, at the cost of the Subscriber in breach.

## **H. GENERAL**

- A.** This Offer cannot be used in conjunction with any other alternative offer or promotion of a similar nature.
- B.** There is no entry fee or cost attached for participating in the Offer/s.
- C.** By availing the Offer/s, You confirm and waive the applicability of rules and regulations of the National Do Not Call registry and You agree to receive promotional messages and alerts under the current Offer and upcoming offers from Vodafone Idea Limited, as it may in its sole and absolute discretion decide.
- D.** The Offers are subject to force majeure circumstances i.e. Act of God or any circumstance beyond the reasonable control of Vodafone Idea Limited
- E.** The Subscriber shall also be bound by the terms and conditions of the Customer Application Form as amended from time to time.
- F.** The Subscriber shall also be bound by the terms and conditions of the third party content providers while availing such third party contents as may be offered under any particular Vi POSTPAID plan. VIL shall not be responsible for any third party content offered with these Vi POSTPAID plans.



- G.** The Offers are subject to guidelines/directions issued by Telecom Regulatory Authority of India (TRAI), Department of Telecommunications (DOT) or any other statutory authority from time to time.
- H.** The Terms and Conditions stated herein shall not override the terms and conditions of the Subscriber Enrolment Form/Customer Application Form.
- I.** Failure by Vodafone Idea Limited to enforce any of the Terms and Conditions in any instance shall not be deemed to be a waiver of those Terms and Conditions and shall not give rise to any claim by any person.
- J.** Subscriber may contact the customer care regarding any queries, complaints, disputes pertaining to the Offer/s.
- K.** You hereby authorize Vodafone Idea Limited to collect your personal information including name, address and mobile number etc. and share with its partners so as to enable You to avail the Offer or the benefits as the case may be. Your personal information will be stored and processed in accordance with VIL Privacy Policy which is available at <https://www.myvi.in/privacy-policy>

You agree that **Vodafone Idea** Limited has no responsibility and liability with regard to the privacy, safety and security of any information (including personal information) that You may have to share independently with third parties.

- L.** By participating in the Offer/s, You confirm to abide by all intellectual and industrial property rights, including copyrights or trademarks belonging to Vodafone Idea Limited and to any third party content licensor to Vodafone Idea Limited that is made available through the Offers.
- M.** These Terms and Conditions are governed in accordance with the laws of India. In the event of any disputes or any matter arising here from will be referred to a sole arbitrator to be appointed by Vodafone Idea Limited whose decision shall be final and binding on the parties. The place of arbitration shall be Mumbai.

# ^TERMS AND CONDITIONS GOVERNING THE OFFER "FAMILY" (formerly 'RED TOGETHER')

## A. INTRODUCTION

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THE OFFER IS CONCEPTUALIZED, ORGANIZED AND HOSTED BY VODAFONE IDEA LIMITED (HEREINAFTER COLLECTIVELY REFERRED TO AS "VIL") FOR THE ELIGIBLE SUBSCRIBERS OF VIL.

THE FOLLOWING TERMS & CONDITIONS SHALL BE APPLICABLE TO ALL VIL POST PAID SUBSCRIBERS AVAILING VARIOUS Vi (FORMERLY 'VODAFONE RED') POSTPAID PLANS AND PARTICIPATING (SUBJECT TO ELIGIBILITY) IN THE OFFER KNOWN AS "FAMILY" ("Offer") DURING THE OFFER PERIOD AS MENTIONED HEREIN.

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY BEFORE PARTICIPATING IN THIS OFFER KNOWN AS "FAMILY". BY PARTICIPATING IN THE OFFER, YOU AGREE TO BE LEGALLY BOUND BY THESE TERMS AND CONDITIONS ("TERMS AND CONDITIONS"). IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, PLEASE DO NOT PARTICIPATE IN THE OFFER.

For the purposes of these Terms and Conditions, wherever the context so requires "You" or "Your" shall mean any natural person who being an Eligible Subscriber has participated in the Offer.

## B. DEFINITIONS

- a. **"Subscriber"** shall mean the rightful user of the VIL mobile connection who is either on prepaid or post-paid subscription, in whose name the mobile phone number (MSISDN) is registered with VIL. In the event the user number / connection is registered in the name of a company/ firm, the employee who is authorized to use the MSISDN shall submit a No Objection Certificate (NoC) and authorization of the employer duly permitting the employee to use the number for subscribing for this Offer and accept the terms applicable herein.
- b. **"Active Subscriber"** shall mean a Subscriber who uses the Subscriber Identity Module ("SIM") of VIL on a regular basis for purposes other than to participate in any offer or contest offered by VIL.
- c. **"Consent"** shall mean consent by a secondary member for transfer of payment responsibility to the primary member of a group. By giving Consent, a secondary member also allows the primary member to view the bill details of the consenting secondary member.
- d. **"Eligible Subscriber"** shall mean an Active Subscriber of VIL who has subscribed to Vi (formerly 'Vodafone RED') post-paid plans. An Eligible Subscriber must also satisfy the following criteria at the time of participation and during continuation of Offer:–
  - a. Subscriber must be an Indian citizen belonging to any one of the telecommunication service areas of VIL as mentioned herein;
  - b. Subscriber must not have been subject of any criminal proceeding;
  - c. Subscriber must not - be of an unsound mind; and
  - d. Subscriber must not be under any legal disability e.g. minority, insolvency, restraint by court order etc. and / or is otherwise prohibited from entering any contractual relationship.
  - e. Dongles/ devices can also be added & be included in the count of total members in a group. In such a case, consent will have to be given by the primary member himself/ herself.

## C. RESTRICTIONS

- a. A Vi dongle number cannot be a primary member in the group;
- b. A COCP (Company owned company paid) and COIP (Company owned individual paid) customers are not eligible to create or participate in a FAMILY group;
- c. Vi post-paid subscribers having inactive or barred post-paid connections shall not be eligible to create or participate in a FAMILY group;
- d. Old Vi (formerly 'Vodafone RED') family customers shall not be eligible to create or participate in the current FAMILY group (as mentioned in table above). Old Vi (formerly 'Vodafone RED') Family customer will first have to give request for deactivation of the old Vi FAMILY Family hierarchy in order to form or join a FAMILY group;
- e. Vi prepaid customers shall not be eligible to create or participate in a FAMILY group;
- f. A Vi customer who is already a member of a FAMILY group shall not be eligible to create or participate in another FAMILY group;
- g. Groups cannot be formed with post-paid connections registered in different telecom circles. A Vi customer belonging to a particular telecom circle shall be eligible to create or participate in a FAMILY group only with members belonging to the same telecom circle.
- h. A member of a group shall not be entitled to transfer his / her mobile connection to any third party including his / her blood relations.

## D. OFFER DETAILS – DESCRIPTION, GROUP FORMATION, ACTIVATION, PLANS, BILLING AND REMOVAL

### 1. DESCRIPTION

- a. FAMILY (formerly 'Red Together') is an offer which may be availed by a group of individual subscribers of VIL availing various pre-defined Vi (formerly 'Vodafone RED') Plans available during the Offer Period;
- b. Each group consists of primary and secondary members. Maximum group size may be of 5 members, i.e. 1 primary member and 4 secondary members. This Offer enables a single bill for all group members with primary member having the payment responsibility for all members in the group.
- c. Primary Member shall be entitled to –
  - a. Add or remove secondary members in a group;
  - b. Select Vi (formerly 'Vodafone RED') plans for self and secondary members in a group;
  - c. Receive the single consolidated monthly bill at his registered email ID and/or billing address; no separate bills will be generated for secondary members;
  - d. Get consolidated view of all secondary members' bills with itemized details if already enrolled for itemised bills; else a consolidated summary bill for primary and secondary members will be sent to the primary member;
  - e. Buy packs for the secondary member's account. Secondary members cannot buy any add-on packs for themselves. However, secondary member can activate ISD packs, certain services & VAS for their own accounts.
- d. Primary Member shall be responsible and liable to pay the monthly bills for all the members of the group including any outstanding of secondary no's account before joining the FAMILY. In case of non-payment by primary member, connections of all members in the group will get barred / suspended.
- e. A secondary member acknowledges and agrees that upon providing Consent to be added in a group, said secondary member authorises the primary member to view the billing details of the said secondary member.
- f. In Case of Family plans (formerly 'RED Together') Amazon Prime is complimentary for Primary user only. Detailed Amazon Prime T&C is available separately in this document
- g. FAMILY refers to POSTPAID Family plans & the benefits of family is unique to its members, any customer in family plans construct will need to de-link the family and move to any available plans as individual connection before moving out from Vi POSTPAID
- h. Extra Data for FAMILY w.e.f 7th June 2019– Primary user will get 10GB extra for adding every secondary member and secondary user will get 10GB extra for joining the family
- i. Extra Data for FAMILY will not be eligible for data rollover. Only data quota of base plan will be eligible for data roll over

- j. All Secondary members activated on FAMILY plans with total family rental of Rs.598 or Rs.749 or Rs.899 or Rs.999 will be activated on the POSTPAID Add-On – 199 (formerly 'RED Add-On – 199') plan (monthly rental Rs199). This plan is available only as an exclusive add-on plan for secondary members of FAMILY groups. This Add-On plans provides 20GB of inbuilt data with 50GB Data Rollover and has Data Paygo Charges of Rs.20/GB (offered through worry free pack). The plan also provides Unlimited Local, STD & National Roaming calls free, along with 1 year subscription to Vi Movies & TV App
- k. Subscriber on REDX (RENTAL RS 1099)/ REDX (RENTAL RS 999)/RED ENTERTAINMENT PLUS 699 can also form FAMILY using POSTPAID Add-on -199/available Vi POSTPAID plans
- l. POSTPAID Add-on - 199 plan is an add-on plan applicable only on FAMILY where primary member is on ENTERTAINMENT 399, REDX (Rental Rs 999), REDX (Rental Rs 1099), or RED ENTERTAINMENT PLUS 699 plan. In case the primary connection (family member) choses to discontinue the on ENTERTAINMENT 399 , REDX (Rental Rs 999), REDX (Rental Rs 1099), or RED ENTERTAINMENT PLUS 699 plan plan due to any reason or secondary member is found without any family construct, then the benefit of add-on plan will cease to exist for all the secondary members/Subs on POSTPAID Add-on 199 plan and alternatively the nearest existing rental plans available in the market will be offered/provisioned.

## 2. GROUP FORMATION

- a. An existing Vi post-paid customer will be added as a secondary member into a FAMILY group only after such customer has provided consent to be added the group as a secondary member. Such Consent is required to be given within 7 days of the request being raised by the primary member. For this, such customer will receive an interactive SMS everyday whereby he / she will be able to provide consent.
- b. Add-On Connections:
  - a. In case a primary member has existing add-on connections while creating a FAMILY group, then all the existing add-on connections will also have to be moved to the group & each number will get request to give consent via SMS.
  - b. In case a secondary member has existing add-on connections & gives Consent for any one or more of such connections to be added to a FAMILY group, then the remaining add-on connections will continue for such member as independent add-on connections and shall be eligible for inclusion in any other group.

## 3. MNP/ NATIONAL MNP ACTIVATIONS

- a. New post-paid customers of Vi, who wish to join through MNP/ National MNP process, cannot directly form FAMILY group as primary member at the time of activation while submitting Customer Agreement Form. They need to be activated first as Vi POSTPAID connection and then only the POSTPAID subscriber can form a group as a primary member.
- b. New post-paid customers of Vi, who wish to join through MNP/ National MNP process can be added as secondary members to a FAMILY group at the time of activation by giving details of existing primary member while submitting Tariff Enrollment Form.
  - i. Existing primary member of such a FAMILY group will have to provide consent for addition of the new Vi POSTPAID subscribers as secondary member by signing the Tariff Enrollment Form at the time of submission of the Customer Agreement Form of said secondary members
  - ii. No separate consent SMS will be sent to said secondary members in this case. Their signature on the Tariff Enrollment Form will be deemed as consent to be added as a secondary member to the said FAMILY group
  - iii. The said secondary members will first be added to the said FAMILY group but the benefit of FAMILY offers, accruing on account of additional members, will apply only from the subsequent bill cycle of the primary member.

#### **4. PLAN ELIGIBILITY**

- a. All individual subscribers can operate as group members on a set of pre-defined Vi POSTPAID plans available during the Offer Period and defined in the Tariff Enrollment Form. These plans may vary for primary and secondary members. These plans may also change from time to time basis regulatory guidelines and business exigencies.
- b. In case a customer forming a FAMILY group exists on a plan which is not a pre-defined plan which is eligible for FAMILY group, such customer will have to change his plan to one of the pre-defined plans eligible for forming FAMILY group;
- c. In case an existing Vi post-paid subscriber is added as a secondary member and the plan chosen by primary member is different from the existing plan of the secondary member, the primary member's choice of plan will hold and the existing plan of the secondary member will be changed to the plan selected for him / her by primary member;
- d. There may be certain plans available only for secondary members of a FAMILY group, defined as "Secondary Exclusive" plans.
- e. If a secondary member is on a Secondary Exclusive plan, then at the time of being delinked from the group for any reason, such secondary member shall be mandatorily required to change his / her plan to a regular Vi POSTPAID or any other available POSTPAID plan.

#### **5. BILLING OF Vi POSTPAID PLANS**

- a. Bill cycle of an existing Vi post-paid subscriber, who has been added as a secondary member in a group, will be changed & merged with bill cycle of the primary member.
- b. In case an existing Vi post-paid customer is added as a secondary member into a FAMILY group, such member shall receive a separate bill in the first month pertaining to the period prior to joining the Group and will have to make the payment for the same with his / her old relationship number / account ID with Vi. Usage of such secondary member during the same month but pertaining to the period after joining the group will be billed along with the usage of the other secondary members of the group in the consolidated bill to be received by the primary member.

#### **6. REMOVAL OF MEMBERS**

- a. Deactivation of the group can happen on a request by primary member only, or upon voluntary/ involuntary/ POSTPAID to prepaid migration churn of primary member. In both cases, all secondary members will be delinked from the group & become individual subscribers with independent payment responsibility.
- b. Delinking of any particular secondary member can happen on a request by primary member or voluntary churn/ POSTPAID to prepaid migration request by the secondary member. In such a case only that secondary member will be removed from the group & become individual subscriber with independent payment responsibility.

#### **D. OFFER PERIOD**

1. This is a limited period offer by VIL, available from November 25 2017, 00:00:01 hrs. till further notice to be announced by VIL. VIL reserves the right to extend or shorten the Offer Period, as it deems fit.

#### **E. OFFER AREA**

1. The Offer is valid in all Indian telecom service areas as mentioned below –
  - a. All telecom service areas within the geographical limits of India
  - b. Notwithstanding the foregoing, if the operation of or participation in the Offer is prohibited in any State and/or territory or part thereof as per applicable law, the Subscribers from such state and/or territory or part thereof shall not be eligible to subscribe to this Offer. . No further notice shall be given by VIL in this regard.

## **F. MODIFICATION OF OFFER**

1. VIL reserve the right, at their sole discretion, to modify these Terms & Conditions of the Offer or any part thereof at any time during the Offer Period and without prior notice to You, if so required in view of business exigencies and/or guidelines issued / amended by TRAI, Department of Telecom (DOT) and/or statutory changes and the same shall be binding on the participating Subscribers availing this Offer.
2. If VIL modify these Terms, the modified terms will be posted on <https://www.myvi.in/>
3. You are therefore advised to check this Website regularly for any update(s) or amendment(s) made to these Terms and Conditions and in the event the modified or amended Terms and Conditions are not acceptable to You, You should discontinue participating in the Offer. Your continued participation in the Offer will constitute Your acceptance of the latest revised Terms and Conditions.

## **G. WITHDRAWAL OF OFFER**

1. VIL reserves the right to extend, cancel, discontinue, suspend or prematurely withdraw the Offer at any time during its validity as may be required in view of business exigencies and/or changes by TRAI, Department of Telecom (DOT) and/or statutory changes without any notice to You and the same shall be binding on the participating Subscribers availing this Offer.

## **H. DISCLAIMERS**

1. You agree that this Offer is being made purely on a “best endeavour” basis and subject to acceptance of these Terms and Conditions. Your participation in the Offer is voluntary and You expressly agree to avail the Offer at your sole risk. VIL shall not be responsible for any loss, injury or any other liability to any Subscriber arising due to participation in the Offer.
2. VIL makes no representation or warranty of any kind whatsoever, whether express or implied, including, but not limited to, meeting of Your requirements or aspirations, timeliness, security of the Offer and/or any delay or failure to avail the Offer including due to technical or network problems. To the extent you choose to avail this Offer, you do so at your own initiative and You shall remain responsible for compliance with the Terms and Conditions herein, any applicable laws, including but not limited to applicable local laws. You agree not to hold VIL, its officers, directors, employees, affiliates, and agents or representatives liable for any direct, indirect, incidental, special, punitive or consequential damages, including loss of profits, incurred by the Winner or any participant or third party, in connection with the Offer or arising otherwise.
3. VIL reserves the right to change, suspend, remove, or disable access to the offer at any time without notice. In no event will VIL be liable for the removal of or disabling of access to the offer. VIL may also impose limits on the use of or access to the offer, in any case and without notice or liability. Under this offer, VIL’s responsibility shall only be limited in providing Telecom Service on VIL’s network for Eligible Subscribers availing this Offer.
4. Any claims, issues, damages or losses with regards to the quality or functionality of the prizes awarded under this Offer will be the sole liability of the manufacturers. VIL will not have any responsibility related to the same and will not entertain any query or complaint of the participants.
5. You shall indemnify and keep indemnified VIL, its officers, directors, employees, customers, affiliates and agents or representatives harmless from and against any and all actual claims, suits, proceedings, action, liabilities, expenses, costs (including attorney’s fees and court costs), losses or damages of whatsoever nature, which VIL may incur, pay or become responsible arising out of or in connection with the Your breach of these Terms and Conditions. VIL shall have the right to defend themselves, pursuant to this clause, at the cost of the Subscriber in breach.

## I. GENERAL

1. This Offer cannot be used in conjunction with any other alternative offer or promotion of a similar nature.
2. All consumer plans having unlimited calling benefits are meant only for the use of retail customers and are not meant for commercial/ non-retail use. Commercial/ non-retail usage is defined as (a) Calls to more than 300 unique numbers (mobile and/or landline and STD and/or ISD calls) in a week; AND (b) cumulative duration of Incoming calls < 15 minutes during any period of seven (7) consecutive days and (c) cumulative duration of Outgoing calls > 300 minutes per day, which is far in excess of the average daily talk time used by individual subscribers across telecom circles in India, being almost 60 times higher than national average daily talk time consumed by subscribers.
3. By availing this Offer, You confirm and waive the applicability of rules and regulations of the National Do Not Call registry and You agree to receive promotional messages and alerts under the current Offer and upcoming offers from VIL, as it may in its sole and absolute discretion decide.
4. This Offer is subject to force majeure circumstances i.e. Act of God or any circumstance beyond the reasonable control of VIL.
5. The Subscriber shall also be bound by the terms and conditions of the Customer Application Form as amended from time to time.
6. This Offer is subject to guidelines/directions issued by Telecom Regulatory Authority of India (TRAI), Department of Telecommunications (DOT) or any other statutory authority from time to time.
7. The Terms and Conditions stated herein shall not override the terms and conditions of the Subscriber Enrolment Form/Customer Application Form.
8. Failure by VIL to enforce any of the Terms and Conditions in any instance shall not be deemed to be a waiver of those Terms and Conditions and shall not give rise to any claim by any person.
9. Subscriber may contact the customer care regarding any queries, complaints, disputes pertaining to the Offer.
10. You hereby authorize VIL to collect your personal information including name, address and mobile number etc. and share with its partners so as to enable You to avail the Offer. Your personal information will be stored and processed in accordance with Vodafone Privacy Policy which is available at <https://www.myvi.in/privacy-policy>
11. You agree that VIL has no responsibility and liability with regard to the privacy, safety and security of any information (including personal information) that You may have to share independently with third party content providers for availing relevant contents.
12. By participating in the Offer, You confirm to abide by all intellectual and industrial property rights, including copyrights or trademarks belonging to VIL and to any third party content licensor to VIL that is made available through the Offer.
13. These Terms and Conditions are governed in accordance with the laws of India. In the event of any disputes or any matter arising here from will be referred to a sole Arbitrator to be appointed by VIL whose decision shall be final and binding on the parties. The place of Arbitration shall be Mumbai.













USA & Canada	001587588	Rs 0.5/Min	USA & Canada	00160436452	Rs 0.5/Min	Sri Lanka	009471	Rs 14/Min
USA & Canada	001647580	Rs 0.5/Min	USA & Canada	00160436453	Rs 0.5/Min	Sri Lanka	009472	Rs 14/Min
USA & Canada	001647850	Rs 0.5/Min	USA & Canada	00160436454	Rs 0.5/Min	Sri Lanka	009475	Rs 14/Min
USA & Canada	001778580	Rs 0.5/Min	USA & Canada	00164762405	Rs 0.5/Min	Sri Lanka	009477	Rs 14/Min
USA & Canada	0013065145	Rs 0.5/Min	USA & Canada	00164762406	Rs 0.5/Min	Sri Lanka	009478	Rs 14/Min
USA & Canada	0013065155	Rs 0.5/Min	USA & Canada	00164762407	Rs 0.5/Min	Sri Lanka	0094765	Rs 14/Min
USA & Canada	0013065205	Rs 0.5/Min	USA & Canada	00164762408	Rs 0.5/Min	Sri Lanka	0094766	Rs 14/Min
USA & Canada	0014383011	Rs 0.5/Min	USA & Canada	00164762409	Rs 0.5/Min	Sri Lanka	0094767	Rs 14/Min
USA & Canada	0014383012	Rs 0.5/Min	Saudi Arabia	00966	Rs 12/Min	Sri Lanka	0094768	Rs 14/Min
USA & Canada	0014383013	Rs 0.5/Min	Saudi Arabia	009665	Rs 12/Min	Sri Lanka	0094769	Rs 14/Min
USA & Canada	0014384012	Rs 0.5/Min	Saudi Arabia	0096650	Rs 12/Min	Sri Lanka	00947	Rs 14/Min
USA & Canada	0014384013	Rs 0.5/Min	Saudi Arabia	0096653	Rs 12/Min	Sri Lanka	009476	Rs 14/Min
USA & Canada	0014384014	Rs 0.5/Min	Saudi Arabia	0096654	Rs 12/Min	Sri Lanka	0094702	Rs 14/Min
USA & Canada	0015878311	Rs 0.5/Min	Saudi Arabia	0096655	Rs 12/Min	Sri Lanka	0094703	Rs 14/Min
USA & Canada	0015878312	Rs 0.5/Min	Saudi Arabia	0096656	Rs 12/Min	Sri Lanka	0094783500	Rs 14/Min
USA & Canada	0015878313	Rs 0.5/Min	Saudi Arabia	00966570	Rs 12/Min	Sri Lanka	0094783501	Rs 14/Min
USA & Canada	0016043483	Rs 0.5/Min	Saudi Arabia	00966571	Rs 12/Min	China (PRC)	0086147	Rs 2/Min
USA & Canada	0016043484	Rs 0.5/Min	Saudi Arabia	00966572	Rs 12/Min	China (PRC)	0086150	Rs 2/Min
USA & Canada	0016043485	Rs 0.5/Min	United Arab Emirates	00971	Rs 12/Min	China (PRC)	0086151	Rs 2/Min
USA & Canada	0016043640	Rs 0.5/Min	United Arab Emirates	0097150	Rs 12/Min	China (PRC)	0086152	Rs 2/Min
USA & Canada	0016043644	Rs 0.5/Min	United Arab Emirates	0097155	Rs 12/Min	China (PRC)	0086156	Rs 2/Min
USA & Canada	0016472137	Rs 0.5/Min	United Arab Emirates	0097156	Rs 12/Min	China (PRC)	0086157	Rs 2/Min
USA & Canada	0016472138	Rs 0.5/Min	United Arab Emirates	00971501	Rs 12/Min	China (PRC)	0086158	Rs 2/Min
USA & Canada	0016472139	Rs 0.5/Min	United Arab Emirates	00971502	Rs 12/Min	China (PRC)	0086159	Rs 2/Min
USA & Canada	0016473843	Rs 0.5/Min	United Arab Emirates	00971503	Rs 12/Min	China (PRC)	0086182	Rs 2/Min
USA & Canada	0016473844	Rs 0.5/Min	United Arab Emirates	00971504	Rs 12/Min	China (PRC)	0086183	Rs 2/Min
USA & Canada	0016473845	Rs 0.5/Min	United Arab Emirates	00971505	Rs 12/Min	China (PRC)	0086184	Rs 2/Min
USA & Canada	0016473921	Rs 0.5/Min	United Arab Emirates	00971506	Rs 12/Min	China (PRC)	0086186	Rs 2/Min
China (PRC)	0086187	Rs 2/Min	China (PRC)	0086134442	Rs 2/Min	Hong Kong	00852901	Rs 2/Min
China (PRC)	0086188	Rs 2/Min	China (PRC)	0086134443	Rs 2/Min	Hong Kong	00852902	Rs 2/Min
China (PRC)	0086	Rs 2/Min	China (PRC)	0086134444	Rs 2/Min	Hong Kong	00852904	Rs 2/Min
China (PRC)	0086134	Rs 2/Min	China (PRC)	0086134445	Rs 2/Min	Hong Kong	008529	Rs 2/Min
China (PRC)	0086135	Rs 2/Min	China (PRC)	0086134446	Rs 2/Min	Hong Kong	0085299	Rs 2/Min
China (PRC)	0086136	Rs 2/Min	China (PRC)	0086134447	Rs 2/Min	Hong Kong	00852519	Rs 2/Min
China (PRC)	0086137	Rs 2/Min	China (PRC)	0086134448	Rs 2/Min	Hong Kong	00852556	Rs 2/Min
China (PRC)	0086138	Rs 2/Min	China (PRC)	0086134449	Rs 2/Min	Hong Kong	00852607	Rs 2/Min
China (PRC)	0086139	Rs 2/Min	China (PRC)	0086134452	Rs 2/Min	Hong Kong	00852608	Rs 2/Min
China (PRC)	00861340	Rs 2/Min	China (PRC)	0086134453	Rs 2/Min	Hong Kong	00852610	Rs 2/Min
China (PRC)	00861341	Rs 2/Min	China (PRC)	0086134454	Rs 2/Min	Hong Kong	00852619	Rs 2/Min
China (PRC)	00861342	Rs 2/Min	China (PRC)	0086134455	Rs 2/Min	Hong Kong	00852620	Rs 2/Min
China (PRC)	00861343	Rs 2/Min	China (PRC)	0086134456	Rs 2/Min	Hong Kong	00852627	Rs 2/Min
China (PRC)	00861344	Rs 2/Min	China (PRC)	0086134457	Rs 2/Min	Hong Kong	00852633	Rs 2/Min
China (PRC)	00861345	Rs 2/Min	China (PRC)	0086134458	Rs 2/Min	Hong Kong	00852634	Rs 2/Min
China (PRC)	00861346	Rs 2/Min	China (PRC)	0086134459	Rs 2/Min	Hong Kong	00852640	Rs 2/Min
China (PRC)	00861347	Rs 2/Min	China (PRC)	0086134462	Rs 2/Min	Hong Kong	00852647	Rs 2/Min
China (PRC)	00861348	Rs 2/Min	China (PRC)	0086134463	Rs 2/Min	Hong Kong	00852650	Rs 2/Min
China (PRC)	0086134402	Rs 2/Min	China (PRC)	0086134464	Rs 2/Min	Hong Kong	00852679	Rs 2/Min
China (PRC)	0086134403	Rs 2/Min	China (PRC)	0086134465	Rs 2/Min	Hong Kong	00852690	Rs 2/Min
China (PRC)	0086134404	Rs 2/Min	China (PRC)	0086134466	Rs 2/Min	Hong Kong	00852912	Rs 2/Min
China (PRC)	0086134405	Rs 2/Min	China (PRC)	0086134467	Rs 2/Min	Hong Kong	00852928	Rs 2/Min
China (PRC)	0086134406	Rs 2/Min	China (PRC)	0086134468	Rs 2/Min	Hong Kong	00852932	Rs 2/Min
China (PRC)	0086134407	Rs 2/Min	China (PRC)	0086134469	Rs 2/Min	Hong Kong	00852935	Rs 2/Min
China (PRC)	0086134408	Rs 2/Min	China (PRC)	0086134472	Rs 2/Min	Hong Kong	00852936	Rs 2/Min
China (PRC)	0086134409	Rs 2/Min	China (PRC)	0086134473	Rs 2/Min	Hong Kong	00852937	Rs 2/Min
China (PRC)	0086134412	Rs 2/Min	China (PRC)	0086134474	Rs 2/Min	Hong Kong	00852942	Rs 2/Min





United Kingdom	004477600	Rs 3/Min	Australia	006118	Rs 5/Min	Australia	00614300058	Rs 5/Min
United Kingdom	004477850	Rs 3/Min	Australia	0061404	Rs 5/Min	Australia	00614300059	Rs 5/Min
United Kingdom	004477880	Rs 3/Min	Australia	0061405	Rs 5/Min	Australia	006113	Rs 5/Min
United Kingdom	004477981	Rs 3/Min	Australia	0061406	Rs 5/Min	Australia	0061884	Rs 5/Min
United Kingdom	004477999	Rs 3/Min	Australia	0061410	Rs 5/Min	Australia	0061893	Rs 5/Min
United Kingdom	004478232	Rs 3/Min	Australia	0061414	Rs 5/Min	Australia	0061	Rs 5/Min
United Kingdom	004478242	Rs 3/Min	Australia	0061415	Rs 5/Min	Australia	00611	Rs 5/Min
United Kingdom	0044780200	Rs 3/Min	Australia	0061416	Rs 5/Min	Australia	0061286	Rs 5/Min
United Kingdom	0044780210	Rs 3/Min	Australia	0061424	Rs 5/Min	Australia	0061298	Rs 5/Min
United Kingdom	0044780211	Rs 3/Min	Australia	0061426	Rs 5/Min	Australia	0061392	Rs 5/Min
United Kingdom	0044780212	Rs 3/Min	Australia	0061449	Rs 5/Min	Australia	0061732	Rs 5/Min
United Kingdom	0044780213	Rs 3/Min	Australia	0061450	Rs 5/Min	Australia	0061755	Rs 5/Min
United Kingdom	0044780214	Rs 3/Min	Australia	00614	Rs 5/Min	Australia	00612865	Rs 5/Min
Australia	00612986	Rs 5/Min	Germany	004916	Rs 5/Min	Kuwait	009656779	Rs 5/Min
Australia	00613622	Rs 5/Min	Germany	004917	Rs 5/Min	Kuwait	009656930	Rs 5/Min
Australia	00613923	Rs 5/Min	Germany	00491520	Rs 5/Min	Kuwait	009656933	Rs 5/Min
Australia	00617324	Rs 5/Min	Germany	00491522	Rs 5/Min	Kuwait	009656939	Rs 5/Min
Australia	00617559	Rs 5/Min	Germany	00491523	Rs 5/Min	Kuwait	0096566302	Rs 5/Min
Australia	00618842	Rs 5/Min	Germany	00491525	Rs 5/Min	Kuwait	0096566304	Rs 5/Min
Australia	00618935	Rs 5/Min	Germany	00491526	Rs 5/Min	Kuwait	0096566305	Rs 5/Min
Australia	006128650	Rs 5/Min	Germany	00491573	Rs 5/Min	Kuwait	0096566306	Rs 5/Min
Australia	006129866	Rs 5/Min	Germany	00491575	Rs 5/Min	Kuwait	0096566307	Rs 5/Min
Australia	006136222	Rs 5/Min	Germany	00491577	Rs 5/Min	Kuwait	0096566308	Rs 5/Min
Australia	006139232	Rs 5/Min	Germany	00491578	Rs 5/Min	Kuwait	0096566309	Rs 5/Min
Australia	006175595	Rs 5/Min	Germany	00491590	Rs 5/Min	Kuwait	0096566310	Rs 5/Min
Australia	006188421	Rs 5/Min	Germany	00491770	Rs 5/Min	Kuwait	0096566312	Rs 5/Min
Australia	006189357	Rs 5/Min	Kuwait	00965	Rs 5/Min	Kuwait	0096566313	Rs 5/Min
Australia	006189392	Rs 5/Min	Kuwait	0096566	Rs 5/Min	Kuwait	0096566314	Rs 5/Min
Bhutan	00975	Rs 5/Min	Kuwait	00965600	Rs 5/Min	Kuwait	0096566315	Rs 5/Min
Bhutan	0097577	Rs 5/Min	Kuwait	00965603	Rs 5/Min	Kuwait	0096566316	Rs 5/Min
Christmas Island	00618	Rs 5/Min	Kuwait	00965604	Rs 5/Min	Kuwait	0096566318	Rs 5/Min
Germany	0049164	Rs 5/Min	Kuwait	00965606	Rs 5/Min	Kuwait	0096566319	Rs 5/Min
Germany	0049168	Rs 5/Min	Kuwait	00965607	Rs 5/Min	Kuwait	0096566375	Rs 5/Min
Germany	0049169	Rs 5/Min	Kuwait	00965609	Rs 5/Min	Kuwait	0096566376	Rs 5/Min
Germany	00491672	Rs 5/Min	Kuwait	00965650	Rs 5/Min	Kuwait	0096566378	Rs 5/Min
Germany	0049	Rs 5/Min	Kuwait	00965651	Rs 5/Min	Kuwait	0096566386	Rs 5/Min
Germany	00491	Rs 5/Min	Kuwait	00965655	Rs 5/Min	Malaysia	006012	Rs 5/Min
Germany	004988	Rs 5/Min	Kuwait	00965656	Rs 5/Min	Malaysia	006013	Rs 5/Min
Germany	00497	Rs 5/Min	Kuwait	00965657	Rs 5/Min	Malaysia	006014	Rs 5/Min
Germany	004911	Rs 5/Min	Kuwait	00965658	Rs 5/Min	Malaysia	006016	Rs 5/Min
Germany	004970	Rs 5/Min	Kuwait	00965659	Rs 5/Min	Malaysia	006019	Rs 5/Min
Germany	0049119	Rs 5/Min	Kuwait	00965676	Rs 5/Min	Malaysia	0060142	Rs 5/Min
Germany	0049151	Rs 5/Min	Kuwait	00965690	Rs 5/Min	Malaysia	0060143	Rs 5/Min
Germany	0049157	Rs 5/Min	Kuwait	00965696	Rs 5/Min	Malaysia	0060145	Rs 5/Min
Germany	0049160	Rs 5/Min	Kuwait	00965699	Rs 5/Min	Malaysia	0060146	Rs 5/Min
Germany	0049162	Rs 5/Min	Kuwait	009656700	Rs 5/Min	Malaysia	0060148	Rs 5/Min
Germany	0049163	Rs 5/Min	Kuwait	009656701	Rs 5/Min	Malaysia	0060149	Rs 5/Min
Germany	0049170	Rs 5/Min	Kuwait	009656703	Rs 5/Min	Malaysia	0060	Rs 5/Min
Germany	0049171	Rs 5/Min	Kuwait	009656704	Rs 5/Min	Malaysia	00601	Rs 5/Min
Germany	0049172	Rs 5/Min	Kuwait	009656705	Rs 5/Min	Malaysia	00601030	Rs 5/Min
Germany	0049173	Rs 5/Min	Kuwait	009656706	Rs 5/Min	Malaysia	00601031	Rs 5/Min
Germany	0049174	Rs 5/Min	Kuwait	009656707	Rs 5/Min	Malaysia	00601032	Rs 5/Min
Germany	0049175	Rs 5/Min	Kuwait	009656708	Rs 5/Min	Malaysia	00601033	Rs 5/Min
Germany	0049176	Rs 5/Min	Kuwait	009656709	Rs 5/Min	Malaysia	00601034	Rs 5/Min
Germany	0049177	Rs 5/Min	Kuwait	009656770	Rs 5/Min	Malaysia	00601050	Rs 5/Min





























Thailand	006695052	Rs 5/Min		Thailand	006695116	Rs 5/Min		Thailand	00668741711	Rs 5/Min
Thailand	006695053	Rs 5/Min		Thailand	006695117	Rs 5/Min		Thailand	00668741712	Rs 5/Min
Thailand	006695054	Rs 5/Min		Thailand	006695118	Rs 5/Min		Thailand	00668741713	Rs 5/Min
Thailand	006695056	Rs 5/Min		Thailand	006695119	Rs 5/Min		Thailand	00668741714	Rs 5/Min
Thailand	006695057	Rs 5/Min		Thailand	006695120	Rs 5/Min		Thailand	00669425067	Rs 5/Min

## TERMS AND CONDITIONS GOVERNING THE OFFER

### “Amazon Prime for Vi POSTPAID user on Vi App”

#### A. INTRODUCTION

THIS DOCUMENT IS AN ELECTRONIC RECORD IN TERMS OF THE INFORMATION TECHNOLOGY ACT, 2000 AND RULES THERE UNDER AS APPLICABLE. THIS ELECTRONIC RECORD IS GENERATED BY A COMPUTER SYSTEM AND DOES NOT REQUIRE ANY PHYSICAL OR DIGITAL SIGNATURES.

THE OFFER IS FOR THE ELIGIBLE VODAFONE IDEA LIMITED SUBSCRIBERS. THE OFFER IS PROVIDED IN ASSOCIATION WITH AMAZON SELLER SERVICES PRIVATE LIMITED, A COMPANY INCORPORATED UNDER THE COMPANIES ACT, 1956 AND HAVING ITS REGISTERED OFFICE AT 26/1, BRIGADE GATEWAY, WORLD TRADE CENTRE, 23RD FLOOR, DR. RAJKUMAR ROAD, BANGALORE – 560055 (HEREINAFTER REFERRED TO AS “ORGANIZER”) FOR THE ELIGIBLE SUBSCRIBERS OF VODAFONE IDEA LIMITED.

THE FOLLOWING TERMS & CONDITIONS SHALL BE APPLICABLE TO ALL VODAFONE IDEA LIMITED POSTPAID SUBSCRIBERS (SUBJECT TO ELIGIBILITY) PARTICIPATING IN THE OFFER KNOWN AS “**Amazon Prime for Vi POSTPAID user on Vi App**” (“Offer”) DURING THE OFFER PERIOD AS MENTIONED HEREIN.

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY BEFORE AVAILING THIS OFFER. BY AVAILING THE OFFER, YOU AGREE TO BE LEGALLY BOUND BY THESE TERMS AND CONDITIONS (“TERMS AND CONDITIONS”). IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, PLEASE DO NOT AVAIL THE OFFER.

For the purposes of these Terms and Conditions, wherever the context so requires “You” or “Your” shall mean any natural person who being an Eligible Subscriber has participated in the Offer.

#### B. DEFINITIONS

- a. “**Subscriber**” shall mean the rightful user of the Vodafone IDEA Limited mobile connection who is on Vi POSTPAID subscription, in whose name the mobile phone number (MSISDN) is registered with Vodafone Idea Limited. In the event the user number / connection is registered in the name of a company/ firm, the employee who is authorized to use the MSISDN shall take the necessary permission from the employer to use the number for subscribing for this Offer and accept the terms applicable herein.
- b. “**Active Subscriber**” shall mean a Subscriber who uses the Subscriber Identity Module (“SIM”) of Vodafone Idea Limited on a regular basis for purposes other than to participate in any offer or contest offered by Vodafone Idea Limited.
- c. “**Eligible Subscriber**” shall mean an Active Subscriber of Vodafone Idea Limited who has subscribed to Vi (formerly ‘Vodafone RED’) plans as mentioned under Part C (Offer Details). An Eligible Subscriber must also satisfy the following criteria at the time of participation and during continuation of Offer:–
  - a. Subscriber must be of at least 18 years of age;
  - b. Subscriber must be an Indian citizen belonging to any one of the telecom Circles of Vodafone Idea Limited
  - c. Subscriber must not have been subject of any criminal proceeding;
  - d. Subscriber must not - be of an unsound mind;
  - e. Subscriber must not be under any legal disability e.g. minority, insolvency, restraint by court order etc. and / or is otherwise prohibited from entering any contractual relationship.
  - f. Subscriber must have a subscription of Vi (formerly ‘Vodafone RED’) plans as mentioned under Part C below in order to avail this Offer.
  - g. Subscriber must not be an existing Amazon Prime member during the Offer Period; and
  - h. Subscriber agrees to the Amazon Prime membership terms and conditions in addition to the offer terms and conditions available at [www.amazon.in/primeterms](http://www.amazon.in/primeterms) and such other Vodafone Idea Limited terms and conditions applicable from time to time.

### C. OFFER DETAILS – ACTIVATION, STEPS AND RESTRICTIONS

- a. This Offer is applicable only one (1) time for one (1) MSISDN. The Offer cannot be availed for more than one (1) time on the same single MSISDN on which the Offer has been availed.
- b. In the event of voluntary or involuntary deactivation of the Offer, Eligible Subscriber will not be able to avail the Offer again.
- c. The Offer is available only for Eligible Subscribers who have subscribed as mentioned herein
- d. Please note that the list of Vi POSTPAID Plans are indicative and Vodafone Idea Limited shall be entitled to modify such list from time to time. You agree that the terms and conditions of Vi POSTPAID Plans available in Vi website shall be additionally applicable to this Offer.
- e. Offer is NOT available for existing Prime members or for subscribers having already availed Amazon prime at no Extra cost from VIL.
- f. Offer benefits:
  - i. Offer 1 : Eligible (refer Annexure 'B' , 'Offer 1' : ELIGIBLE PLANS) subscriber shall get Amazon Prime membership against that particular MSISDN for 12 months from the date of activation of Amazon Prime membership at no additional charges (refer : offer benefit period)
  - ii. Offer 2 : Eligible (refer Annexure 'C' , 'Offer 2' : ELIGIBLE PLANS) subscriber shall get Amazon Prime membership against that particular MSISDN for 6 months from the date of activation of Amazon Prime membership at no additional charges (refer : offer benefit period)
- g. Unless the Eligible Subscribers deactivate the Amazon Prime Membership by placing a request to Vi, Vi POSTPAID Eligible Subscribers will be automatically charged in Vi POSTPAID Bill at prevailing rates of Amazon Prime membership that is reflected on amazon.in post expiry of the Offer Benefit Period and Vi shall not be responsible for any refund of any nature whatsoever.
- h. Post expiry of Offer Benefit Period, if the Amazon Prime membership is renewed at prevailing rates of Amazon Prime membership, in such cases the Amazon Prime membership will not be deactivated on moving out of Vi (formerly 'Vodafone RED') plan or network.
- i. This Offer is valid ONLY ON the 'Eligible Plans' as mentioned in offer benefits above

#### Restriction:

- a. Offer is not redeemable or refundable for cash, and cannot be exchanged against any other offer benefit;
- b. Offer is non-transferable to any third party.
- c. The Offer shall be DISCONNECTED if the Eligible Subscriber during the Offer Benefit Period :
  - moves out of VIL home network;
  - subscribes to a different post-paid plan outside the Eligible Vi POSTPAID Plans (refer annexure 'B' "Eligible Plans")
  - shifts subscription to a prepaid plan
  - deactivates his VIL connection and ports out to another telecom operator

### D. OFFER PERIOD

- a. Offer 1 is a limited period offer by Vodafone Idea Limited, available from 22<sup>nd</sup> June 2018, 00:00:01 hrs. until further notice ("**Offer 1 Period**");
- b. Offer 2 is a limited period offer by Vodafone Idea Limited, available from 1<sup>st</sup> June 2020, 00:00:01 hrs. until further notice ("**Offer 2 Period**");
- c. Vodafone Idea Limited reserves the right to extend or shorten the Offer Period, as it deems fit.

## **E. OFFER AREA**

- a. The Offer is valid in all telecom service areas as mentioned in the Annexure 'D' "telecom Service Area". All Vodafone Idea Limited telecom service areas within the geographical limits of India as appropriately captured in Annexure 'D'"telecom Service Area".
- b. Notwithstanding the foregoing, if the operation of or availing the Offer is prohibited in any state and/or territory or part thereof as per applicable law, the Subscribers from such state and/or territory or part thereof shall not be eligible to subscribe to or avail this Offer. Vodafone reserves the right to cancel the availed offer and no further notice shall be given by Vodafone Idea Limited or Organizer in this regard.

## **F. MODIFICATION OF OFFER**

- a. Vodafone Idea Limited and the Organizer reserve the right, at their sole discretion, to modify these Terms & Conditions of the Offer or any part thereof at any time during the Offer Period and without prior notice to You, if so required in view of business exigencies and/or guidelines issued / amended by TRAI, Department of Telecom (DOT) and/or statutory changes and the same shall be binding on the participating Subscribers availing this Offer.
- b. If Vodafone Idea Limited modify these Terms, the modified terms will be posted on Vi website - <https://www.myvi.in/>. You are therefore advised to check this Website regularly for any update(s) or amendment(s) made to these Terms and Conditions and in the event the modified or amended Terms and Conditions are not acceptable to You, You should discontinue the Offer. Your continued participation in the Offer will constitute your acceptance of the latest revised Terms and Conditions.

## **G. WITHDRAWAL OF OFFER**

- a. Vodafone Idea Limited or the Organizer reserve the right to extend, cancel, discontinue, suspend or prematurely withdraw the Offer at any time during its validity as may be required in view of business exigencies and/or changes by TRAI, Department of Telecom (DOT) and/or statutory changes without any notice to You and the same shall be binding on the Subscribers availing this Offer.

## **H. DISCLAIMERS**

- a. You agree that this Offer is being made purely on a "best endeavour" basis and subject to acceptance of these Terms and Conditions. Your participation in the Offer is voluntary and You expressly agree to avail the Offer at your sole risk. Vodafone Idea Limited shall not be responsible for any loss, injury or any other liability to any Subscriber arising due to availing of the Offer.
- b. Vodafone Idea Limited makes no representation or warranty of any kind whatsoever, whether express or implied, including, but not limited to, meeting of Your requirements or aspirations, timeliness, security of the Offer and/or any delay or failure to avail the Offer including due to technical or network problems. To the extent you choose to avail this Offer, you do so at your own initiative and you shall remain responsible for compliance with the Terms and Conditions herein, any applicable laws, including but not limited to applicable local laws. You agree not to hold Vodafone Idea Limited, its officers, directors, employees, affiliates, and agents or representatives liable for any direct, indirect, incidental, special, punitive or consequential damages, including loss of profits, incurred by the Winner or any participant or third party, in connection with the Offer or arising otherwise.
- c. Vodafone Idea Limited reserves the right to change, suspend, remove, or disable access to the offer at any time without notice. In no event will Vodafone Idea Limited be liable for the removal of or disabling of access to the offer. Vodafone Idea Limited may also impose limits on the use of or access to the offer, in any case and without notice or liability. Under this offer, Vodafone Idea Limited's responsibility shall only be limited in providing Telecom Service on Vodafone Idea Limited's network for Eligible Subscribers availing this Offer.
- d. The Subscribers shall escalate to the Organiser any claims, issues, damages or losses with regards to the quality or functionality with regards to Amazon Prime membership. Vodafone Idea Limited will not have any responsibility related to the same and will not support any query or complaint of the participants.



- e. Vodafone Idea Limited has no liability against any claims arising out of or in connection with the use of the Amazon Prime content or for any loss or damage of whatsoever nature caused to Eligible Subscriber or any third party in connection with the subsistence of the Amazon Prime membership or the Amazon Prime content.
- f. You shall indemnify and keep indemnified Vodafone Idea Limited, its officers, directors, employees, customers, affiliates and agents or representatives harmless from and against any and all actual claims, suits, proceedings, action, liabilities, expenses, costs (including attorney's fees and court costs), losses or damages of whatsoever nature, which Vodafone Idea Limited may incur, pay or become responsible arising out of or in connection with the Your breach of these Terms and Conditions. Vodafone Idea Limited shall have the right to defend themselves, pursuant to this clause, at the cost of the Subscriber in breach.

## I. GENERAL

- a. This Offer cannot be used in conjunction with any other alternative offer or promotion of a similar nature.
- b. By availing this Offer, You confirm and waive the applicability of rules and regulations of the National Do Not Call registry and You agree to receive promotional messages and alerts under the current Offer and upcoming offers from Vodafone Idea Limited, as it may in its sole and absolute discretion decide.
- c. This Offer is subject to force majeure circumstances i.e. Act of God or any circumstance beyond the reasonable control of Vodafone Idea Limited
- d. The Subscriber shall also be bound by the terms and conditions of the Customer Application Form as amended from time to time.
- e. This Offer is subject to guidelines/directions issued by Telecom Regulatory Authority of India (TRAI), Department of Telecommunications (DOT) or any other statutory authority from time to time.
- f. The Terms and Conditions stated herein shall not override the terms and conditions of the Subscriber Enrolment Form/Customer Application Form.
- g. Failure by Vodafone Idea Limited to enforce any of the Terms and Conditions in any instance shall not be deemed to be a waiver of those Terms and Conditions and shall not give rise to any claim by any person.
- h. Subscriber may contact the customer care regarding any queries, complaints, disputes pertaining to the Offer.
- i. You hereby authorize Vodafone Idea Limited to collect your personal information including name, address and mobile number etc. and share with its partners so as to enable you to avail the Offer or receive relevant offer and marketing communications. Your personal information will be stored and processed in accordance with Vodafone Idea Limited's Privacy Policy which is available at <https://www.myvi.in/privacy-policy>
- j. You agree that Vodafone Idea Limited has no responsibility and liability with regard to the privacy, safety and security of any information (including personal information) that You may have to share independently with the Organizer or any third party under this Offer.
- k. By participating in the Offer, You confirm to abide by all intellectual and industrial property rights, including copyrights or trademarks belonging to Vodafone Idea Limited and to any third party content licensor to Vodafone Idea Limited that is made available through the Offer.
- l. These Terms and Conditions are governed in accordance with the laws of India. In the event of any disputes or any matter arising here from will be referred to a Sole Arbitrator to be appointed by Vodafone Idea Limited whose decision shall be final and binding on the parties. The place of Arbitration shall be Mumbai.

**Annexure 'B', 'Offer 1': ELIGIBLE PLANS**

<b>Plan Name</b>	<b>Old Plan Name (formerly known as)</b>
REDX (Rental Rs 999)	REDX (Rental Rs 999)
REDX (Rental Rs 1099)	REDX (Rental Rs 1099)
Entertainment Plus 699	RED MAX/RED 699
iPhone Forever	RED - IPHONE FOREVER
Entertainment Plus 499	RED Entertainment+
POSTPAID International	RED International
POSTPAID International+	RED International+
POSTPAID Signature	RED Signature
POSTPAID Signature.	RED Signature.
Entertainment 399	RED Entertainment
POSTPAID Associate 499	RED Associate 499
POSTPAID International L	RED International L
POSTPAID International M	RED International M
POSTPAID International R	RED International R
POSTPAID Traveler L	RED Traveler L
POSTPAID Traveler M	RED Traveler M
POSTPAID Traveler R	RED Traveler R
POSTPAID Traveler-L	RED Traveler-L
POSTPAID Traveler-M	RED Traveler-M
POSTPAID Traveler-R	RED Traveler-R
POSTPAID-International L	RED-International L
POSTPAID-International M	RED-International M
POSTPAID-International R	RED-International R
POSTPAID-Signature	RED-Signature
POSTPAID Traveler L	RED-Traveler L
POSTPAID Traveler M	RED-Traveler M
POSTPAID Traveler R	RED-Traveler R

<b>Plan Name</b>	<b>Old Plan Name (formerly known as)</b>
POSTPAID Signature+	RED Signature+
POSTPAID International R	RED International R
POSTPAID International M	RED International M
POSTPAID International L	RED International L
POSTPAID4Business-Executive-M	Red4Business-Executive-M
POSTPAID4Business-Executive-L	Red4Business-Executive-L
POSTPAID4Business-Elite-R	Red4Business-Elite-R
POSTPAID4Business-Elite-M	Red4Business-Elite-M
POSTPAID4Business-Elite-L	Red4Business-Elite-L
POSTPAID4Business-Esteem	Red4Business-Esteem
POSTPAID4Business-ULV-499	RED4Business-ULV-499
POSTPAID4Business-ULV-699	RED4Business-ULV-699
POSTPAID4Business-ULV-999	RED4Business-ULV-999
POSTPAID4Business-ULV-1299	RED4Business-ULV-1299
POSTPAID4Business-ULV-1699	RED4Business-ULV-1699
POSTPAID4Business-ULV-1999	RED4Business-ULV-1999
POSTPAID4Business-ULV-2999	RED4Business-ULV-2999
POSTPAID4Business_ULV_499	RED4Business_ULV_499
POSTPAID4Business_ULV_699	RED4Business_ULV_699
POSTPAID4Business_ULV_999	RED4Business_ULV_999
POSTPAID4Business_Elite_R	Red4Business_Elite_R
POSTPAID4Business_Elite_M	Red4Business_Elite_M
POSTPAID4Business_Elite_L	Red4Business_Elite_L
POSTPAID4Business_Esteem	Red4Business_Esteem
POSTPAID4Business_Essential	Red4Business_Essential
POSTPAID4Business_Executive_R	Red4Business_Executive_R
POSTPAID4Business_Executive_M	Red4Business_Executive_M
POSTPAID4Business_Executive_L	Red4Business_Executive_L

**Annexure 'C', 'Offer 2': ELIGIBLE PLANS**

<b>Plan Name</b>	
ENTERTAINMENT 399 (formerly 'Red Entertainment-399')*	*Only those subscribers on ENTERTAINMENT 299 (formerly 'RED Basic') plan (monthly rental Rs. 299) as on 31 <sup>st</sup> May 2020 who upgraded to ENTERTAINMENT 399 on or after 31 <sup>st</sup> May 2020 shall be eligible to avail Offer 2.

**Annexure 'D', "Telecom Service Area"**

Assam	Rajasthan
Tamil Nadu (Incl Chennai)	West Bengal
Delhi	UP (East)
Gujarat	UP (West)
Haryana	Orissa
Karnataka	Punjab
Kerala	Mumbai
Kolkata	North East
Maharashtra & Goa	Bihar & Jharkhand
Andhra Pradesh	Jammu & Kashmir
Madhya Pradesh & Chhattisgarh	
Himachal Pradesh	

## TERMS AND CONDITIONS GOVERNING THE OFFER

### “NETFLIX ON Vi (formerly ‘VODAFONE’)”

#### A. INTRODUCTION

THIS DOCUMENT IS AN ELECTRONIC RECORD IN TERMS OF THE INFORMATION TECHNOLOGY ACT, 2000 AND RULES THERE UNDER AS APPLICABLE. THIS ELECTRONIC RECORD IS GENERATED BY A COMPUTER SYSTEM AND DOES NOT REQUIRE ANY PHYSICAL OR DIGITAL SIGNATURES.

THE OFFER IS FOR ELIGIBLE VODAFONE IDEA LIMITED SUBSCRIBERS. THE OFFER IS PROVIDED IN ASSOCIATION WITH NETFLIX INTERNATIONAL B.V.

THE FOLLOWING TERMS & CONDITIONS SHALL BE APPLICABLE TO ALL VODAFONE IDEA LIMITED POSTPAID SUBSCRIBERS (SUBJECT TO ELIGIBILITY) PARTICIPATING IN THE OFFER KNOWN AS NETFLIX ON VODAFONE (“Offer”) DURING THE OFFER PERIOD AS MENTIONED HEREIN.

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY BEFORE PARTICIPATING IN THIS OFFER KNOWN AS “NETFLIX ON VODAFONE”. BY PARTICIPATING IN THE OFFER, YOU AGREE TO BE LEGALLY BOUND BY THESE TERMS AND CONDITIONS (“TERMS AND CONDITIONS”). IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, PLEASE DO NOT PARTICIPATE IN THE OFFER.

For the purposes of these Terms and Conditions, wherever the context so requires “You” or “Your” shall mean any natural person who being an Eligible Subscriber has participated in the Offer.

#### B. DEFINITIONS

- a. **“Subscriber”** shall mean the rightful user of the Vodafone Idea Limited’s mobile connection who is either on prepaid or post-paid subscription, in whose name the mobile phone number (MSISDN) is registered with Vodafone Idea Limited. In the event the user number / connection is registered in the name of a company/ firm, the employee who is authorized to use the MSISDN shall submit a No Objection Certificate (NoC) and authorization of the employer duly permitting the employee to use the number for subscribing for this Offer and accept the terms applicable herein.
- b. **“Active Subscriber”** shall mean a Subscriber who uses the Subscriber Identity Module (“SIM”) of Vodafone Idea Limited on a regular basis for purposes other than to participate in any offer or contest offered by Vodafone Idea Limited.
- c. **“Eligible Subscriber”** shall mean an Active Subscriber of Vodafone Idea Limited who has subscribed for REDX (Rental 999) or REDX (Rental 1099) post-paid plans. An Eligible Subscriber must also satisfy the following criteria at the time of participation and during continuation of Offer:–
  - i. Subscriber must be an Indian citizen belonging to any one of the cities / Circles of Vodafone Idea limited as mentioned herein;
  - ii. Subscriber must not have been subject of any criminal proceeding;
  - iii. Subscriber must not - be of an unsound mind; and
  - iv. Subscriber must not be under any legal disability e.g. minority, insolvency, restraint by court order etc. and / or is otherwise prohibited from entering any contractual relationship.

#### C. OFFER DETAILS AND RESTRICTIONS

- a. The Offer consists of a subscription to Netflix “Basic” plan worth Rs. 499 per month;
- b. The Offer is available only for Eligible Subscribers who have subscribed for any of the following post-paid plans of REDX (Rental 999) or REDX (rental 1099)
- a. The Offer is available in each of the Eligible Plans for the following time periods –
  - i. REDX (Rental Rs 999) –Netflix “Basic” Plan for 12 months, worth Rs 5988 at no extra cost
  - ii. REDX (Rental Rs 1099) –Netflix “Basic” Plan for 12 months, worth Rs 5988 at no extra cost

- c. A Netflix compatible device (manufactured and sold separately) and broadband Internet connection are required to access movies and TV shows (“Netflix Contents”) streamed over the Internet;
- d. The offer is NOT available to COCP (company-owned company-paid) enterprise connections.
- e. The above subscription offer from Netflix can be availed only once on a Vi number.
- a. User having availed the above “at no extra cost” subscription on one plan will not be eligible for another “at no extra cost” on any other POSTPAID plan on Vi
- f. Offer is not redeemable or refundable for cash, and cannot be exchanged for Netflix “at no extra cost” Subscriptions;
- g. The Subscriber may change the Netflix “Basic” Plan” worth Rs. 499 per month included in the Offer as a “No Extra cost” to a different Netflix Subscription Plan during the validity of the Offer and in such case the duration of the Offer may change;
- h. In case the value of the Netflix “Basic” plan increases before the Offer is redeemed, the Subscriber shall be entitled to the same plan irrespective of the price change.
- i. If the Netflix credit amount is exhausted, then subscriber will automatically be charged for the selected monthly Netflix pack in subscriber’s Vi POSTPAID bill or on other payment method (as directly registered by subscriber with Netflix), unless subscriber cancels the Netflix membership directly with Netflix..
- j. Netflix services are also available to Vi post-paid Subscribers without the Offer via their Vi Bill.

#### **D. OFFER PERIOD**

- a. This is a limited period offer by Vodafone Idea Limited, available from 8<sup>th</sup> November, 2017, 00:00:01 hrs. until further notice (“**Offer Period**”);
- b. Vodafone Idea Limited reserves the right to extend or shorten the Offer Period, as it deems fit.

#### **E. OFFER AREA**

- a. The Offer is valid in all telecom service areas within the geographical limits of India where Vodafone Idea Limited is licensed to operate.
- b. Notwithstanding the foregoing, if the operation of or participation in the Competition is prohibited in any State and/or territory or part thereof as per applicable law, the Subscribers from such State and/or territory or part thereof shall not be eligible to subscribe to or participate in the Competition. No further notice shall be given by Vodafone Idea Limited or Netflix in this regard.

#### **F. MODIFICATION OF OFFER**

- a. Vodafone Idea Limited reserve the right, at their sole discretion, to modify these Terms & Conditions of the Offer or any part thereof at any time during the Offer Period and without prior notice to You, if so required in view of business exigencies and/or guidelines issued / amended by TRAI, Department of Telecom (DOT) and/or statutory changes and the same shall be binding on the participating Subscribers availing this Offer.
- b. If Vodafone Idea Limited modify these Terms, the modified terms will be posted on <https://www.myvi.in/>. You are therefore advised to check this Website regularly for any update(s) or amendment(s) made to these Terms and Conditions and in the event the modified or amended Terms and Conditions are not acceptable to You, You should discontinue participating in the Offer. Your continued participation in the Offer will constitute Your acceptance of the latest revised Terms and Conditions.

## **G. WITHDRAWAL OF OFFER**

- a. Vodafone Idea Limited reserves the right to extend, cancel, discontinue, suspend or prematurely withdraw the Offer at any time during its validity as may be required in view of business exigencies and/or changes by TRAI, Department of Telecom (DOT) and/or statutory changes without any notice to You and the same shall be binding on the participating Subscribers availing this Offer.

## **H. DISCLAIMERS**

- a. You agree that this Offer is being made purely on a "best endeavour" basis and subject to acceptance of these Terms and Conditions. Your participation in the Offer is voluntary and You expressly agree to avail the Offer at your sole risk. Vodafone Idea Limited shall not be responsible for any loss, injury or any other liability to any Subscriber arising due to participation in the Offer.
- b. Vodafone Idea Limited makes no representation or warranty of any kind whatsoever, whether express or implied, including, but not limited to, meeting of Your requirements or aspirations, timeliness, security of the Offer and/or any delay or failure to avail the Offer including due to technical or network problems. To the extent you choose to avail this Offer, you do so at your own initiative and You shall remain responsible for compliance with the Terms and Conditions herein, any applicable laws, including but not limited to applicable local laws. You agree not to hold Vodafone Idea Limited, its officers, directors, employees, affiliates, and agents or representatives liable for any direct, indirect, incidental, special, punitive or consequential damages, including loss of profits, incurred by the Winner or any participant or third party, in connection with the Offer or arising otherwise.
- c. Vodafone Idea Limited reserves the right to change, suspend, remove, or disable access to the Offer at any time without notice. In no event will Vodafone Idea Limited be liable for the removal of or disabling of access to the Offer. Vodafone Idea Limited may also impose limits on the use of or access to the Offer, in any case and without notice or liability. Under this Offer, Vodafone Idea Limited's responsibility shall only be limited in providing Telecom Service on Vodafone Idea Limited's network for Eligible Subscribers availing this Offer.
- d. You agree that Vodafone Idea Limited is not the owner of Netflix Contents and has no control or editorial rights over Netflix Contents. Vodafone Idea Limited is only making available the Netflix Contents to its subscribers and therefore, shall not be responsible for any defect, non-performance, quality of content, or application / service-related issues related to Netflix Contents. All such issues or disputes will be directly settled between You and Netflix. No such complaint or request will be entertained by Vodafone Idea Limited.
- e. You shall indemnify and keep indemnified Vodafone Idea Limited, its officers, directors, employees, customers, affiliates and agents or representatives harmless from and against any and all actual claims, suits, proceedings, action, liabilities, expenses, costs (including attorney's fees and court costs), losses or damages of whatsoever nature, which Vodafone Idea limited may incur, pay or become responsible arising out of or in connection with the Your breach of these Terms and Conditions. Vodafone Idea Limited shall have the right to defend themselves, pursuant to this clause, at the cost of the Subscriber in breach.

## **I. GENERAL**

- a. This Offer cannot be used in conjunction with any other alternative offer or promotion of a similar nature.
- b. By availing this Offer, You confirm and waive the applicability of rules and regulations of the National Do Not Call registry and You agree to receive promotional messages and alerts under the current Offer and upcoming offers from Vodafone Idea Limited, as it may in its sole and absolute discretion decide.
- c. This Offer is subject to force majeure circumstances i.e. Act of God or any circumstance beyond the reasonable control of Vodafone Idea Limited.
- d. The Subscriber shall also be bound by the terms and conditions of the Customer Application Form as amended from time to time.
- e. This Offer is subject to guidelines/directions issued by Telecom Regulatory Authority of India (TRAI), Department of Telecommunications (DOT) or any other statutory authority from time to time.

- f. The Terms and Conditions stated herein shall not override the terms and conditions of the Subscriber Enrolment Form/Customer Application Form.
- g. The Subscribers availing the Offer shall also be subject to a separate set of terms & conditions as stated by Netflix and available at <https://help.netflix.com/legal/termsfuse>, which are independent of these Terms and Conditions;
- h. Failure by Vodafone Idea Limited to enforce any of the Terms and Conditions in any instance shall not be deemed to be a waiver of those Terms and Conditions and shall not give rise to any claim by any person.
- i. Subscriber may contact the customer care regarding any queries, complaints, disputes pertaining to the Offer.
- j. You hereby authorize Vodafone Idea Limited to collect your personal information including name, address and mobile number etc. and share with its partners so as to enable You to avail the Offer. Your personal information will be stored and processed in accordance with Vi Privacy Policy which is available at <https://www.myvi.in/privacy-policy>. You agree that Vodafone Idea Limited has no responsibility and liability with regard to the privacy, safety and security of any information (including personal information) that you may have to share independently with Netflix or other third party content providers for availing relevant contents.
- k. By participating in the Offer, You confirm to abide by all intellectual and industrial property rights, including copyrights or trademarks belonging to Vodafone Idea limited and to any third party content licensor to Vodafone Idea Limited that is made available through the Offer.
- l. These Terms and Conditions are governed in accordance with the laws of India. In the event of any disputes or any matter arising here from will be referred to a Sole Arbitrator to be appointed by Vodafone Idea Limited whose decision shall be final and binding on the parties. The place of Arbitration shall be Mumbai.

## TERMS AND CONDITIONS GOVERNING THE OFFER

### “AIRPORT LOUNGE ACCESS”

#### A. Customer Offer:

Eligible Subscriber on Vi's REDX (RENTAL RS 1099)/ REDX (RENTAL RS 999) POSTPAID plan gets from **Dreamfolks Services Private Limited** , 4 Domestic lounge access at no extra cost per calendar year (including 1 International lounge access) capped at 1 per calendar quarter (“Airport Lounge Access”), when availed through Vi App

- Airport Lounge Access is brought to you by **Dreamfolks Services Private Limited** (“DreamFolks”). Vodafone Idea Limited is only facilitating the Airport Lounge Access and will not be responsible or liable in any manner for any loss or damage suffered by you while using Airport Lounge Access.
- Vodafone Idea Limited has no responsibility and liability with regard to the privacy, safety and security of any information (including personal information) that You may have to share independently with DreamFolks for availing Airport Lounge Access.
- Vodafone Idea Limited is not responsible for any liability, defect, non-availability, non-performance related to Airport Lounge Access. All such issues or disputes will be directly settled between You and DreamFolks. No such complaint or request will be entertained by Vodafone Idea Limited.
- For availing Airport Lounge Access, You shall have to agree to separate terms and conditions of DreamFolks which are independent of these terms and conditions. For detailed terms and conditions governing Airport Lounge Access, please refer to [www.dreamfolks.in](http://www.dreamfolks.in) website.
- In case of any deactivation of Vodafone Idea Limited's POSTPAID services which may be due to mobile number portability option chosen by subscriber, or when the customer wants a movement from REDX to Vi prepaid connection etc., Airport Lounge Access will deactivate immediately on the date of deactivation of SIM Card and You will cease to avail the Airport Lounge Access on immediate basis.
- To the maximum extent permitted by applicable law, in no event shall VIL or its subsidiaries and affiliates, and their respective officers, directors, owners, agents, employees, representatives and licensors be liable for any special, incidental, indirect, consequential, punitive or exemplary losses or damages whatsoever or for loss of profits (including, without limitation, damages for loss of revenue, loss of data, failure to realize expected savings, interruption of activities, loss of privacy, corruption or loss of data, failure to receive or backup Your data (or archived data) or any other pecuniary or economic loss) and whether arising from breach of contract, damages (including negligence), strict liability or otherwise, arising out of the use of or inability or unavailability of Airport Lounge Access.
- We may in our sole discretion amend these Terms and Conditions from time to time without any prior notice. Such change shall be notified on the website Vi website <https://www.myvi.in/> . Your use of the Airport Lounge Access after such notice of any change shall be deemed to be Your acceptance to such amended Terms and Conditions.
- You agree that You will be responsible for any damages resulting from any violation of these Terms and Conditions to the fullest extent of the law. You further agree to indemnify and hold VIL and its affiliates, officers, directors, agents and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your breach of these terms, or any violation of any law or the rights of any third party that occurs in connection with your use of the Airport Lounge Access.
- These terms and conditions are governed in accordance with the laws of India. Any dispute shall be subject to the exclusive jurisdiction of courts in Mumbai.



## **B. Terms & conditions to activate and access Lounge:**

- Customers active on REDX (RENTAL RS 1099)/ REDX (RENTAL RS 999) plan will be eligible to avail lounge access feature at no extra cost.
- Customer is eligible for total 4 lounge access at no extra cost across 1300+ participating lounges at airports within & outside India capped at 1 access per quarter. This can include one International lounge access within or outside India once in a year
- Quarterly eligibility will be considered based on calendar quarter for existing as well as new customers.
- Post activation / migration to REDX (RENTAL RS 1099)/ REDX (RENTAL RS 999) plan, customer needs to complete a onetime registration process on the partner website ([www.dreamfolks.in](http://www.dreamfolks.in)) through Vi App to activate their lounge access benefit
- REDX (RENTAL RS 1099)/ REDX (RENTAL RS 999) subscriber can register for lounge access at no extra cost only once in 1 year starting date of 1<sup>st</sup> registration. Subscriber will not be offered the benefit if re-registration is done in same year.
- While registration, customer needs to register with their full name as per their passport records.
- Once registration is done, customer cannot change/update the name on the partner website.
- Customer will have to present their boarding pass at the lounge to avail access. The name registered in the partner website should match the name on the boarding pass
- This benefit is non-transferable.
- Customer needs to generate the QR code at the lounge
- The QR Code will expire within 2 hours of creation
- Once the QR code is generated, VIL will consider it as usage of 1 access even if customer does not actually use lounge service.
- For list of partner lounges & other T&Cs related to lounge access, customer can refer to [www.dreamfolks.in](http://www.dreamfolks.in) website
- Premium airport lounge - GVK on Mumbai T2 terminal will be considered under international lounge access category for the purpose of this offer.